

Terms and Conditions Governing the use of the Vehicle Entry Permit and Autopass Card

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, the following definitions shall apply unless the context requires otherwise:

“**Autopass Card**” refers to a “vehicle entry card” as defined in the Road Traffic (International Circulation) Rules (Cap. 276, R7), which is a card used for the recording of a Vehicle Entry Permit and is used as a Stored Value card issued under rule 19(3) or 22C(2) of the Road Traffic (International Circulation) Rules (Cap. 276, R7).

“**Card Cost**” means the monetary value paid to acquire the Autopass Card, not inclusive of the Stored Value.

“**ERP**” refers to the Electronic Road Pricing.

“**LTA**” refers to the Land Transport Authority of Singapore, a statutory board established under the Land Transport Authority of Singapore Act (Cap 158A) or its successors.

“**NETS**” refers to the Network for Electronic Transfers (Singapore) Pte Ltd, a company incorporated in the Republic of Singapore and having its registered office at 351 Braddell Road, #01-03, Singapore 579713.

“**Public Agencies**” refers to the Government, the Organs of State and the Statutory Boards.

“**Personal data**” means data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the agency or organisation has or is likely to have access.

“**Replacement Fee**” means the combined monetary value of Card Cost and Stored Value.

“**Stored Value**” means the monetary value paid in advance and credited in respect of a specific Autopass Card.

“**Uncollected Autopass Card**” refers to any Autopass Card issued to an applicant and made available for collection by the applicant from LTA, that is not collected by the applicant within 6 months from the date from which collection may be made.

“**Vehicle Entry Permit**” means a permit granted to a person under rule 19, 20 or 20A of the Road Traffic (International Circulation) Rules to bring a motor vehicle into Singapore.

“**We**”, “**us**” and “**our**” refers to LTA, and the words “**you**” and “**your**” refers to the holder of an Autopass Card.

2. General

- 2.1. The Authority's issuance of the Autopass Card is subject to the Terms and Conditions herein. By using the Autopass Card, you confirm that you unconditionally agree to and accept these Terms and Conditions and any amendments hereto. Any non-compliance with these Terms and Conditions, whether intentionally or otherwise, may result in action taken against you, including but not limited to a claim for compensation and civil and/or criminal liability.
- 2.2. You shall comply with all notices, orders, guidelines, rules and instructions pertaining to the use of the Autopass Card that may be issued by LTA from time to time and published on the OneMotoring website, and all applicable laws and regulations relating to the Autopass Card and the accompanying Vehicle Entry Permit.
- 2.3. You acknowledge that the Autopass Card is also a NETS CashCard and NETS FlashPay, and your use of the NETS CashCard or NETS FlashPay facilities (as the case may be) is subject to applicable terms and conditions which are set out on the NETS website at www.NETS.com.sg.

3. Non-transferability of the Autopass Card

- 3.1. The Autopass Card is applied for and issued only in respect of the vehicle that is the subject of the application (as identified by its registration number) and is strictly non-transferrable.

4. Insurance coverage

- 4.1. You are to ensure that the vehicle in respect of which the Autopass Card is issued (the "**Relevant Vehicle**") has in force a policy of insurance meeting the requirements of the Motor Vehicles (Third-Party Risks and Compensation) Act for the entire period that the Relevant Vehicle is used in Singapore.
- 4.2. In accordance with the laws of Singapore, you may be required to produce proof of insurance and vehicle registration for verification upon request by any authorised officer.

5. Obligation to maintain sufficient Stored Value in the Autopass Card

- 5.1. You must ensure that there is sufficient Stored Value in respect of the issued Autopass Card to make payment for all applicable vehicle entry fees, reciprocal road charge, toll charges and ERP fees incurred in respect of the keeping and use of the Relevant Vehicle.

6. Refund of Stored Value in the Autopass Card

- 6.1. Subject to Clause 6.3, an application for a refund of the Stored Value in respect of the Autopass Card shall be made in accordance with prevailing procedures set by LTA, and the LTA reserves the right to decline processing any refund application that does not comply with the prevailing procedures.
- 6.2. Any refund of the Stored Value shall be limited to the residual value stored in the card after (a) deducting of any outstanding fees and charges owed to LTA; and subject to (b) any applicable terms relating to NETS CashCard and NETS FlashPay facilities. For the avoidance of doubt, the Stored Value does not comprise of any costs relating to the application for the Autopass Card, which is strictly non-refundable.
- 6.3. LTA will not refund the Stored Value of:-
- (a) any Uncollected Autopass Card;
 - (b) any Autopass Card where the application for the said Autopass Card is withdrawn more than 48 hours after the application is submitted;
or
 - (c) any Autopass Card deactivated in accordance with Clause 10.3.

7. Refund of Autopass Card Cost

- 7.1 LTA will not refund the Card Cost of:-
- (a) any Uncollected Autopass Card; or
 - (b) any Autopass Card where the initial application for the said Autopass Card was withdrawn more than 48 hours after LTA received that initial application.

8. Replacement of Autopass Card

- 8.1. A person who has been issued an Autopass Card which becomes defective may apply to the LTA via the Vehicle Entry Permit Digital Service on the OneMotoring website to replace it.
- 8.2. If the application is approved, the replacement Autopass Card will be issued upon payment of a replacement fee.

9. Verification of particulars of Autopass Card Holder

- 9.1. As and when requested by LTA or its authorised officers, you may be required to and shall submit to LTA your vehicle's certificate of insurance, vehicle registration certificate and such other documents and information

that LTA may require for verification purposes, through such means and in such format as may be specified by LTA.

10. Loss of Autopass Card

- 10.1. In the event the Autopass Card is lost, you must make a police report in the country you have lost the card and provide a copy of the police report (if not in English, an English translation is required) to LTA as soon as possible.
- 10.2. You must ensure that the vehicle registration number of the Relevant Vehicle and/or the 16-digit Autopass CAN number are reflected in the police report.
- 10.3. Upon receiving your notification under Clause 10.1, LTA will proceed to deactivate the lost card, and the lost card can no longer be used to pay any vehicle entry fees, reciprocal road charges, toll charges and ERP fees incurred by the Relevant Vehicle during its stay in Singapore, even if the card is subsequently found. You must apply for a replacement Autopass Card via the Vehicle Entry Permit Digital Service on the OneMotoring website if your vehicle is still in Singapore, or if you intend to drive your vehicle back into Singapore.
- 10.4. You shall remain liable to LTA for any outstanding fees and charges that have been incurred prior to you reporting the loss of the Autopass Card to LTA.

11. Breach of Terms and Conditions

- 11.1. LTA may revoke your Autopass Card and the accompanying Vehicle Entry Permit if you breach any of these Terms and Conditions.
- 11.2. You undertake and agree to indemnify LTA and keep LTA at all times indemnified from and against all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award arising out of or in connection with a breach or non-compliance with these Terms and Conditions.

12. Exclusion of Liability

- 12.1. LTA shall not be liable whether or not arising out of the negligence of its respective officers, employees or agents, for any losses, damages, expenses, claims, liability and costs that you may incur or suffer in connection with:

- (a) the issuance and use of the Autopass Card;
- (b) any period when any equipment, software or system is unavailable for updating the accompanying Vehicle Entry Permit of the Relevant Vehicle which the Autopass Card is issued to;
- (c) any period when any equipment, software or system is unavailable for processing any refund of the Stored Value of the Autopass Card;
- (d) any period where any equipment, software or system is unavailable for processing any refund of the fee paid in respect of the application for the Autopass Card when the said application is rejected; or
- (e) any delay in using or detention of the Autopass Card.

13. Collection, Use and Disclosure of Personal Data

- 13.1. LTA may share data, including Personal Data, that you have provided to us in your application for an Autopass Card or through your use of the Autopass Card, with other Public Agencies in accordance with prevailing laws and policies.
- 13.2. LTA will not share your Personal Data with other entities, except (i) where such entities have been authorised to carry out specific Government services; (ii) in accordance with legislation under our purview to enable us to perform our functions or duties; (iii) to comply with any order of court; (iv) to comply with any other written law; or (v) for the purposes of taking any action against any person for breach of these Terms and Conditions.
- 13.3. The data provided to us in your application for an Autopass Card or through your use of the Autopass Card, may also be used for verification and record of your personal particulars, including comparing information from other sources, and may be used by us and other Public Agencies (as may be required) to (a) communicate with you; and/or (b) send notices, orders or documents to you via electronic means, such as via email.

14. Amendment of Terms and Conditions

- 14.1. LTA reserves the right to amend these Terms and Conditions at any time by publishing such amendments on the OneMotoring website and/or by posting the same at any appropriate premises as may be determined by LTA. Your continued use of the Autopass Card after the date of such notification shall constitute an acknowledgement and acceptance of the amendments and shall be deemed to be your acceptance of such revised Terms and Conditions.

15. No Waiver

- 15.1. No delay, failure or omission on the part of LTA in enforcing any right, power, privilege, claim or remedy under these Terms and Conditions shall

be deemed to be or be construed as a waiver or variation of such right, power, privilege, claim or remedy.

16. Governing Law

- 16.1. The construction, validity and performance of these Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of the Republic of Singapore for all purposes in relation to these Terms and Conditions.